

REQUEST FOR PROPOSALS #15-133
ENERGY MANAGEMENT SERVICE ONSITE ENERGY GENERATION VARIOUS CITY OF
NEWTON LANDFILL AT RUMFORD AVENUE
CITY OF NEWTON
1000 COMMONWEALTH AVENUE
NEWTON CENTRE, MA 02459

**NOTE: APPENDICES AND ATTACHMENTS REFERENCED HEREIN BUT
NOT ATTACHED HERETO ARE POSTED AS SEPARATE DOCUMENTS AT
<http://www.newtonma.gov/gov/purchasing/current.asp>**

1. SOLICITATION AND PROPOSAL PROCESS

The City of Newton (the “*Issuer*,” “*City*,” or the “*Awarding Authority*”) is issuing this Request for Proposals (“*RFP*”) to solicit responses, under M.G.L. c. 25A, § 11C and 225 CMR 10.00, from solar energy developers (“*respondent(s)*”) to:

- (1) Install, operate and maintain solar photovoltaic energy systems (“*Solar Energy System*” or “*System*”) at the City of Newton Landfill at Rumford Avenue (the “*Premises*”) for a term not to exceed 20 years;
- (2) Furnish the Issuer with solar-generated electricity in the form of net metering credits produced by the System.

The RFP was duly submitted to the Massachusetts Department of Energy Resources (“DOER”) in accordance with applicable law¹ and was subsequently published in the Massachusetts Central Register in accordance with applicable law.

The City of Newton is body politic and corporate and political subdivision of the Commonwealth of Massachusetts. The City is a community of approximately 85,000 residents located just outside of Boston. By size the City is 18.3 square miles bordering the communities of Brookline, Brighton, Watertown, Waltham, Weston, Wellesley, Needham and West Roxbury. Newton also has east-west and north-south highway infrastructure with Routes 90 and 95 running through the city. The City has an elected mayor-council form of government, and the council is called the Board of Aldermen. It is the desire of the City to site solar projects for the benefit of the community, its citizens, and the environment, reduce energy costs and reduce reliance on foreign sources of energy. The City intends to use this Project to address, meet, or exceed several of the goals, objectives, strategies, and actions identified in “Newton 2035, Building a Sustainable, Livable, 21st Century City” (January 29, 2015) plan. A Request for Proposals (RFP) is being issued to allow the City to evaluate multiple options and determine the project and financial arrangement that best meets the City’s interest.

Proposals from respondents, as required in accordance with all terms and specifications contained herein, will be received by:

¹ A copy of DOER’s 6/10/15 acknowledgement of receipt is available on request.

City of Newton
Purchasing Department
1000 Commonwealth Ave
Newton Centre, MA 02459
Name: Nicholas Read
Fax: 617-796-1227
Email: purchasing@newtonma.gov

Until: 4:00pm on July 30, 2015

Responses must be submitted in a sealed outer package. Within each envelope or package, the respondent shall enclose a cover letter with the signature, name, and title of the person authorized to submit the response on behalf of the respondent.

Within a sealed envelope within the outer package, respondent shall enclose one (1) original and seven (7) hard copies and one (1) single-file electronic version (in Adobe Acrobat (pdf) format and on a CD-ROM or thumb drive) of the proposal. The sealed envelope shall be marked with the respondent's *company name*, and plainly marked in the lower left hand corner:

“Response to Solar Energy RFP - Hold for Public Opening.”

Section 2.3 provides detailed instructions for separating the price proposal and non-price proposal sections of bidders' responses.

It is the respondent's responsibility to see that its response is delivered within the time and at the place prescribed. No responses shall be opened by the Issuer until the time set for opening (the “*Public Opening*”). Withdrawal and modification of responses shall be governed by Section 3 of this RFP.

All proposals should be written in ink or typed. If there is any correction with whiteout, the person signing the proposal must initial the correction.

A respondent filing a proposal thereby certifies that (1) no officer, agent, or employee of the City has a pecuniary interest in the proposal; (2) the proposal is made in good faith without fraud, collusion, or connection of any kind with any other prospective respondent for the same RFP, and (3) the prospective respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

The right is reserved, as the interest of the Issuer may require, to reject any or all proposals, to waive any technical defect or informality in proposals received, and to accept or reject any proposal or portion thereof.

Subject to the City's authority to reject, in whole or in part, any and all proposals, as provided in Section 11C of Chapter 25A of the General Laws, the City shall unconditionally accept a proposal without alteration or correction, except as provided in this paragraph. A respondent may correct, modify or withdraw a proposal by written notice received in the office of the City (see above address) prior to the time and date set for opening the proposals. After proposal opening, a respondent may not change any provisions of the proposal in a manner prejudicial to the interests of the City or fair competition. The City shall waive minor informalities or allow the respondent to correct them. If a mistake and the intended meaning of the proposal

are clearly evident on the face of the proposal document, the City shall correct the mistake to reflect the intended meaning and so notify the respondent in writing, and the respondent may not withdraw the proposal. A respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal but the intended meaning is not similarly evident. (See Mass. Gen. Laws ch. 25A, § 11C).

A Mandatory Pre-Submission Conference will commence on July 1, 2015 at 12:00 P.M.

60 Eliot Street, Newton MA. Only respondents attending the Mandatory Pre-Submission Conference will be permitted to submit proposals. Following the Pre-Submission Conference, tours of the Premises will be offered by the City. Respondents interested in such tours must make a written request therefor to purchasing@newtonma.gov.

In the email correspondence, respondents are required to provide the number of attendees, up to three (3), and the full contact information for the key contact person attending the Pre-Submission Conference.

Questions posed verbally and answered at the Pre-Submission Conference must still be submitted in writing to the Awarding Authority in electronic form within seven (7) calendar days after the Pre-Submission Conference. The Awarding Authority shall issue a post conference addendum reciting each question and its response. Only the information contained in that addendum shall be relied upon when submitting a proposal. Verbal exchanges during the conference will be considered informal and of no legal effect. The burden shall be on a Respondent to seek further clarification from the Awarding Authority in writing if the information contained in the post-conference addendum deviates from the Respondent's intent or understanding.

Final inquiry date: All questions and inquiries concerning this RFP should be submitted in writing no later than July 17, 2015 at 12:00 P.M. E-mail to purchasing@newtonma.gov.

Inquiries will not be answered directly. The Awarding Authority will issue an addendum to address the written questions submitted by the aforementioned deadline. Any addenda will be posted by email. It is the responsibility of the Respondent to contact purchasing@newtonma.gov prior to the submittal deadline to ensure that the Respondent has received all addenda issued by the Awarding Authority.

The City shall determine, in its discretion, which, if any, written questions warrant a response, which, if made, shall be in the form of written addenda to this RFP. Only the information contained in this RFP and a subsequently issued written addendum, if any, may be relied upon when submitting a proposal. In addition, the City may, in its discretion, make any changes to this RFP via written addendum.

Respondents must submit proposals that fully comply with the requirements set forth in this RFP. In addition, alternative proposals may be offered if the respondent feels such proposals provide measureable value to the Awarding Authority; but such alternative proposals must meet the full requirements of this RFP.

Meister Consultants Group, Inc. has supported the City in development of this RFP. Potential respondents should refrain from contacting Meister Consultants Group, Inc. with questions related to this procurement.

One (1) electronic copy of this RFP will be furnished to respondents on request. It is the respondent's responsibility to contact Nick Read by email (purchasing@newtonma.gov) prior to the Public Opening for any updates issued as a result of questions or changes needed in this RFP.

Attachments and supporting document are available by contacting (purchasing@newtonma.gov).

SCHEDULE

Request for proposal issued	June 18, 2015
Mandatory Pre-Submission Conference with the City	July 1, 2015 at 12:00 P.M. Rumford Avenue Landfill
Questions Due to the City	July 17, 2015 at 12:00 P.M.
Responses to Questions/Addenda Issued by the City	July 22, 2015
Proposals Due to the City	July 30, 2015 at 4:00 P.M.
Opening of Proposals	July 31, 2015
Anticipated Selection of Successful Respondent	September 11, 2015
Submit Contract document acceptable to City legal department	October 2, 2015
Final Contract Approval by City Meeting	November 20, 2015

The Awarding Authority intends, pursuant to G.L. c. 25A, Sec. 11C, to select and enter into an Energy Management Services Contract for on-site renewable energy generation with the most highly advantageous provider per the evaluation criteria herein. This contract will be contingent on approval by the City.

2. GENERAL TERMS AND CONDITIONS

2.1 Receipt and Opening of Responses. Sealed proposals will be accepted by the City until the time indicated in the Schedule in Section 2 above and will then be publicly opened in the presence of at least two witnesses. Issuer will prepare a register of responses available for public inspection.

2.2 Form of Response. Proposals must be submitted on and in accordance with the forms attached to this RFP in Appendix A. No change shall be made in the phraseology of the form or in the item or items mentioned herein. The response must contain the name and proper address of the respondent, be signed by a responsible member of the respondent with his/her signature and official title, following the form of Appendix A1. Except as otherwise provided in this RFP, responses that are incomplete, contain any omissions, erasures, alterations, additions or irregularities of any kind may be rejected.

2.3 Submission of Responses.

(a) Packages containing responses must be sealed and addressed as specified in Section 1 above.

(b) The City shall decide when the specified time has arrived to open responses and no response received after the submission deadline will be considered.

(c) Any respondent may withdraw or modify its response by written request at any time prior to the established time of the Public Opening.

(d) After the Public Opening, a respondent may withdraw, but may not modify, its response except in a manner that is not prejudicial to the interest of the City or to fair competition. Negligence on the part of the respondent in preparing the response confers no rights for the modification of the response after it has been opened.

(e) Responses received prior to the Public Opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a response not properly addressed and identified.

(f) Any deviation from the requirements of this RFP must be noted in writing and attached as a part of the response. The respondent shall indicate the item or part with the deviation and indicate how the response deviates from the requirements.

(g) Any respondent taking exception to, or questioning any of the provisions, procedures, conditions, or specifications herein stated should make such exceptions known by email to purchasing@newtonma.gov at the City of Newton, by July 17, 2015 at 12:00 P.M.

(h) Any change or interpretation made as a result thereof will be mailed or emailed to all prospective respondents. Should a respondent still not be satisfied, the respondent may, in the response, set out and stipulate the exception, with enough explanation to be understood by the City. The City may, at its discretion, accept or reject any or all exceptions.

(i) The City may in its discretion waive any and all informalities or allow the respondent to correct them.

2.4 Evaluation of Responses. The Issuer will utilize an evaluation system, rank the qualified respondents (see Appendix E). It is the responsibility of each respondent to provide information, evidence or exhibits that clearly demonstrate the respondent's ability to satisfactorily respond to project requirements and the factors listed in this RFP. The evaluation process may include verification of references, confirmation of financial information and examination of such other information as the City deems appropriate. The City will conduct interviews as permitted by M.G.L. c. 25A, Sec. 11C, and such additional interviews as it may deem necessary to evaluate the respondents. The City may require public presentations by respondents. The City reserves the right to request or obtain additional information about any and all responses from respondents.

Each responsive response from a qualified respondent will be evaluated and ranked solely according to the criteria set forth in this RFP. The City will enter into negotiation of an energy management services (EMS) for on-site renewable energy generation contract (and related agreements) (collectively, "the *contract*") with the respondent providing the most advantageous price proposal (see Appendix D for sample contract). If the City and the most competitive qualified respondent are unable, within sixty (60) days following the City's notice of commencement of negotiations with a respondent (or such longer period of time as the City may deem appropriate), to negotiate a satisfactory contract the City determines to be fair, and reasonable, the City shall notify such respondent of the termination of negotiations as of a date set forth in such notice of termination. Thereafter, the City may conduct negotiations with the next most competitive respondent.

The City may cancel this procurement when it determines that cancellation serves the best interests of the public. The City may reject, in whole or in part, any and all planned or proposed elements of a project, when it determines that rejection serves the best interests of the public.

All substantive inquiries from prospective respondents concerning this RFP must be submitted in writing and may be shared with other prospective respondents. All responses to substantive questions shall be in writing and will be simultaneously distributed to all recipients of the RFP.

2.6 Contract Requirements. The response must demonstrate the respondent's willingness and ability to comply with the following expected contract requirements:

(a) *Surety Bond.* The selected bidder will be required to provide the City with 100% payment and performance bonds from a surety company licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570.

(b) *Insurance.* The selected bidder(s) shall be required to list the City as an additional insured. Minimum required insurance coverage include:

- a. Commercial general liability insurance in limit not less than \$2,000,000 per occurrence, \$2,000,000 per occurrence for personal injury liability, \$4,000,000 general aggregate (applied per job) and \$2,000,000 products and completed operations aggregate written for a period of three years beyond final payment. Commercial general liability insurance shall also include broad form property damage liability and broad form contractual liability.
- b. Minimum additional \$5,000,000 umbrella for excess liability coverage with terms and conditions that are at least as broad as the underlying liability policies and for concurrent terms with the underlying commercial general liability insurance.
- c. Professional liability insurance covering errors and omissions, \$2,000,000 each occurrence and \$4,000,000 aggregate limit.
- d. Commercial automobile liability with a combined single limit of \$1,000,000 with a hired and non-owned endorsement. Personal automobile liability coverage will be acceptable in lieu of commercial automobile coverage only if the vehicle used at the job site is not commercially insured. Limits for personal auto must be at least \$250,000 property damage per accident with an endorsement that the policy covers business related use with an additional \$1,000,000 personal umbrella policy.
- e. Worker's Compensation coverage as required by Chapter 152 of the Massachusetts General Laws with Employer's Liability limits of \$500,000 each accident, \$500,000 disease – each employee and \$500,000 disease-policy limit.

(c) *Subcontracting.* Except to the extent contemplated in the response and permitted in the contract, the contract will prohibit assignment or subcontracting without the City's express prior approval.

(d) *Indemnification.* The contract will require that the contractor hold harmless and indemnify the City and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from the contractor's work or any subcontractor's work under the contract.

(e) *Compliance with Laws.* The contract will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.

(f) *Governing Law; Venue.* All contracts entered into by the City shall be governed by the Laws of the Commonwealth of Massachusetts. Any disputes shall be resolved within the venue of the Commonwealth of Massachusetts and shall be brought in or removed to any court of the Commonwealth sitting in Middlesex County or the federal district court sitting in the State.

(g) *CORI and SORI Checks.* Any contract resulting from this RFP may require contractor and subcontractors to undergo a Criminal Offender Record Information (CORI) check and/or a Sex Offender Registry Information (SORI) check.

(h) *Compliance with DOER and City Requirements.* Any contract resulting from this RFP shall meet the requirements set forth in 225 CMR 10.00 and will include, to the extent required by the City, the City's standard contract terms. A copy of a draft contract is provided for review by respondents as Appendix D. Respondents should note any significant requested contract revisions as part of their proposals.

(i) *Technical Support Payment.* \$10,000 technical, consulting, and engineering support payment to the City for review of engineering and other technical documents related to the project.

2.7 Submission of a response shall be conclusive evidence that the respondent has examined the Premises and is familiar with all the conditions of this procurement.

Upon finding any omissions or discrepancy in this RFP, the respondent shall notify the City immediately so that any necessary addenda may be issued. Failure of the respondent to completely investigate the Premises and/or to be thoroughly familiar with the conditions of this procurement (including plans, specifications and all addenda) shall in no way relieve the respondent from any obligation with respect to its response.

3. FACILITY/SITE PROFILE

The City has included pertinent site information in Appendix C of this RFP. However, this analysis was performed for the City's benefit only, and is provided only for informational purposes. Respondents may not rely upon such analysis, and must perform their own due diligence of the premises, which will be leased in their "as is" condition without any representations or warranties of any kind, express or implied.

4. SCOPE OF WORK TO BE ADDRESSED

4.1 Key Project Elements. The selected respondent and the City will enter into a 20-year EMS contract for on-site renewable energy generation in the form of Appendix D, pursuant to which the contractor will: (a) obtain from the City the right to install, operate and maintain the System on the Premises, and (b) sell electric power generated by the System to the City. The contract will include a site lease.

The selected respondent will be responsible for designing, financing, operating and maintaining the System, and obtaining all necessary permits and approvals (e.g., building permits, interconnection, MassDEP

guidelines). The cost of interconnection with the local distribution company (currently EverSource) and filing of any Schedule Zs shall be borne by the respondent.

At the end of the Term, the selected respondent will retain ownership of the System and be required to remove the System, unless the City decides to negotiate a new contract with the selected respondent or exercise any right of purchase that is included in the contract. The contract will include a requirement for the posting of a financial assurance mechanism to ensure that the System is removed.

The EMS Contract is a standard performance-based contract involving the generation and purchase of guaranteed quantities of on-site renewable solar electricity at a specified price. The respondent's proposal must include:

- (a) guaranteed annual electricity output (kWh/year);
- (b) decommissioning and purchase option;
- (c) estimated actual annual electricity output, and
- (d) annual system degradation factors.

Estimates of guaranteed output should be based on the specified savings calculation methodology in the most recent version of the Federal Energy Management Program (FEMP) Guide for Measurement and Verification. The respondent also must (1) specify the method of calculation of any production shortfall payments; (2) include an illustrative calculation showing inputs and assumptions; and (3) explain how production shortfalls will be determined if multiple arrays at different locations are covered by the contract. It is expected that the determination of production shortfalls will be made for an array after and based upon its first year of operation and thereafter annually based upon operation during the prior year.

It is expected that the selected respondent will pursue tax credits and incentives, rebates, and other benefits that are available and/or may become available in the future. The respondent's proposal shall include a plan for the disposition and/or assignment of: (a) any environmental or other attributes (such as RECs, SRECs, greenhouse gas offsets, or forward capacity market payments) that are generated in connection with the operation of the Systems; (b) any tax credits or incentives generated in connection with the operation of the Systems; and (c) any grants or rebates obtained in connection with the installation of the Systems.

The bidder's proposal shall include a plan to collect energy data at the facilities to assist the City in evaluating the performance of the solar PV system(s).

The City will also require a site lease through this procurement.

4.2 Role of the City. To facilitate the development of the Project, it is expected that the contract will require the City to:

- (a) Provide reasonable access to the Premises to obtain data (whether required or reasonably requested by the contractor);
- (b) Grant to the contractor sufficient access and occupancy rights to allow the selected respondent to undertake the Project at the Premises;
- (c) Provide access for the installation, maintenance, and ongoing operation of the System;
- (d) To the extent reasonable and appropriate, provide information to the contractor to assist the contractor in securing any remaining permits for the Project, including but not limited to local board approvals; and

(e) Cooperate with the contractor to the extent reasonable and appropriate on remaining issues with respect to maintaining “host customer” status as it relates to Massachusetts net metering rules, filing of Schedule Zs, access, construction and interconnection.

5. PROPOSAL REQUIREMENTS

Contents should include:

5.1 Transmittal Letter. Each proposer’s response should include a transmittal letter signed by a party authorized to make a formal bid on behalf of the proposer. The letter shall clearly indicate that the proposer has carefully read all the provisions in the RFP and should include a brief overview of the respondent’s proposal. Transmittal letters should also acknowledge receipt and understanding of any Addenda associated with the project.

5.2 Qualifications.

Company Profile:

- (a) Year founded and number of continuous years in business. Status (private or publicly-held). Minimum of 5-years in business is required.
- (b) Number of employees in local branch office at the time of submittal (full time employees, excluding contractors).
- (c) Corporate Office location.
- (d) Local Office location.
- (e) A description of any ongoing or previous litigation your firm has been involved in and a statement that the respondent is not debarred, suspended or otherwise prohibited from practice by any federal, state, or local agency.
- (f) History of operations in Massachusetts.
- (g) Experience with municipal procurements, DOER EMS requirements, the net metering System of Assurance program, and the EverSource interconnection tariff.

Licensing:

- (a) Provide a list of all relevant State-Specific Contracting Licenses held, including classification and number.
- (b) List any Electrical, Structural and/or Mechanical Engineering Licenses held by firm members, including classification and number.

Insurance:

- (a) Please provide evidence of the insurance limits held by your firm, including but not limited to:
 - Commercial General Liability Limits (per occurrence and aggregate), Commercial Automobile Liability Limits (per occurrence and aggregate), Professional Liability Limits (per occurrence and aggregate), Workers' Compensation Insurance, and any Umbrella/Other Coverage

Financially viable insurance rating.

Project Team:

- (a) Team leader identification for the entire proposal, including full contact information.
- (b) Identification of each business entity, person or firm involved in the proposal and their role (design, installation, permitting, equipment supply by component, operations and maintenance, etc.)
- (c) Resumes of personnel directly involved with the development of the proposed systems. Provide evidence of NABCEP-certified INSTALLER, Professional Engineer (P.E.), and Master Electrician.

Safety:

- (a) List your firm's Experience Modification Rate (EMR) for each of the past three years.
- (b) List your firm's OSHA ratings (Recordable Incidence Rates and Lost Workday Incident Rates) for the past three (3) years.

Capital Finance Structure:

- (a) Provide a description of the relevant financing structure for the proposed project. Detail any unique features that your model offers in comparison to traditional (third-party financing) structures.
- (b) Provide a list of five (5) past solar PV systems installed by your company and operating under an Energy Management Services Agreement (net metering credit purchase agreement), including the number of kW's per project, length of contract and project name.
- (c) Describe the ability or your company to secure financing for the total installed cost of the system proposed in response to this RFP.

5.3 Solar Project Experience

- (a) List the number, size (in kW DC) and location of PV projects completed in Massachusetts within the past 3 years over 50-kW in size.
- (b) List the total capacity (in kW DC) of operational solar electric installations completed by your company to date.
- (c) List the total capacity (in kW DC) of solar electric systems installed via the following methods:
 - Systems on municipal property
 - Ground-mounted systems
 - Systems on capped landfills
- (d) List of previously installed/bid module technologies including Brand, module rating and technology type (crystalline, thin-film, etc.). If your company has any proprietary and/or exclusive corporate affiliation to any materials, equipment, or manufacturers related to the Work, please state those relationships.

5.4 References

- (a) Describe *currently operating* non-residential grid-connected PV systems greater than 250 kW DC that your company installed and commissioned within the past three (3) years (not in

development). A minimum of 5 completed projects must be listed. For each, please provide the following information:

- System Size (kW DC)
 - Host Customer's and/or Owner's name with contact person's name, email, address, phone number
 - Location
 - Date Completed
 - Indicate if the installation was for multiple sites.
 - Any other installation-specific information that may be relevant
- (b) Briefly describe any *currently contracted yet incomplete* projects including project size (in kW DC), customer name and contact (if available), and estimated completion date.
- (c) DCAMM certification in "energy management services" with an average contractor evaluation rating of 85 or more.

5.5 Proposed Solar PV System

- (a) System Components: Include an overview of the proposed photovoltaic system, including brief descriptions of the main components (at a minimum modules, inverters and ballasted mounting system). Specification sheets for any proposed technologies are encouraged.
- (b) Design: Include Preliminary Drawings for the proposed solution that include (at a minimum):
- System size (in kW DC and kW AC)
 - List of proposed equipment
 - Location of modules (including tilt)
 - Location of inverters
 - Any other site-specific information that will aid in overall evaluation.
 - Square footage of panels for each site
 - Describe any concerns specific to the site relative to interconnection concerns, condition of roof, other and how they will be addressed.
 - Describe plan for roof replacement during the term of the agreement.

5.6 System Performance Monitoring, Warranty, Service (O&M) and Decommissioning

- (a) Monitoring Solution: Indicate if and how you provide system performance monitoring via a data acquisition system (DAS). Provide a detailed description of your DAS system and provide a detailed description of the end-user interface. The proposed system should also include a public system performance display that will be located in City offices.
- (b) Warranties: Describe any warranties associated with the install, including full system coverage and/or warranties associated with individual components.
- (c) Operations & Maintenance Services: The Proposer will provide Operation & Maintenance (O&M) services for the full term of the Solar Power Purchase Agreement. Please describe the proposed O&M procedures for the system, detailing duties performed and if the contract will be maintained with the Proposer or a third-party provider. Please briefly describe your experience providing such services for similar installations and name the key personnel in charge of handling O&M services.

- (d) Provide a list of systems that are currently under O&M contract with the Respondent, including the number of MWs, length of contract and project name.
- (e) Provide information regarding your firm's approach to system decommissioning.

5.7 Price Proposal

Price proposals should be provided using the form contained in Appendix B of this RFP. **This price proposal must be provided in a sealed envelope separate from the rest of the proposal and be marked "Price Proposal 15-133"**. Price proposals shall be valid for a minimum of 120 days from the date of submission of the response.

5.8 Decommissioning and Purchase Option:

The proposer's response must contain terms for the decommissioning of the System at each location at the end of a site lease term or as a result of termination of the contract. Such terms must include security for the performance of any required decommissioning and specify when such security will be in place (for example, during construction, during the entire operation of the contract and/or during a specified period of time beginning prior to lease expiration or termination and extending through the completion of all decommissioning activity). The impact of such term on the contract pricing shall be disclosed. In addition, the proposer's response shall include terms and conditions which afford the Awarding Authority an option to purchase the System. The contract attached to this RFP in Appendix D contains such terms and conditions.

5.9 PRELIMINARY PROJECT SCHEDULE

Following are key milestones for the Project. Respondents shall complete the following table for each proposed Project site. Expected dates for their completion should be provided in the response to this solicitation in elapsed time from the signing of the EMS Contract.

Milestone	Milestone Date (to be provided by respondent)
Delivery of Equipment	
Completion of Balance of System Design	
Mechanical Completion	
Substantial Completion	
Commercial Operation	
Final Completion	

5.10 Other Required Response Documents

- (a) A copy of a certificate of eligibility issued by the commissioner of the Division of Capital Asset Management and Maintenance; and an update statement.
- (c) Certification of financial interest disclosure and of non-collusion, signed and submitted on the form attached to this RFP as Appendix A2.
- (d) Certification of compliance with state tax laws, reporting of employees and contractors, and withholding and remitting of child support, as required by M.G.L. c. 62C, § 49A, signed and submitted on the form attached to this RFP as Appendix A3.
- (e) Certification that the respondent, if ultimately awarded a contract, will guarantee completion of all work required within due dates or the time periods needed.

5.11 Comments Regarding Draft Contract

Proposers should review the draft contract provided as Appendix D of this RFP and provide the City with comments identifying potential areas that would require further negotiations.

6. EVALUATION CRITERIA

At a minimum, respondents shall meet the following requirements:

1. Timely submission of response and attendance at mandatory pre-bid meeting
2. DCAMM Contractor Certification & Update Statement
3. Attachment A2: Certification of financial interest disclosure and of non-collusion
4. Appendix A3: Certification of compliance with state tax laws, reporting of employees and contractors, and withholding and remitting of child support.
5. Certification that the respondent, if ultimately awarded a contract, will guarantee completion of all work required within due dates or the time periods needed.
6. Evidence of appropriate insurance
7. At least 5 years' experience developing solar PV projects of over 250 kw per site.

The qualified proposers providing completed responses will be evaluated based on the “best price” criteria. “Best Price” is defined as the proposal providing:

- The greatest total financial return to the Awarding Authority over the length of the contract.
- The highest protection of the Awarding Authority against risk.

The greatest total financial return will be determined based on the Net Present Value of PPA-related energy cost savings (further defined in section 6.1). The highest protection against risk criteria will be determined based on the evaluation criteria defined in sections 6.2-6.7.

Evaluation criteria will be weighted in accordance with the following points system:

Proposal Price	25 points
Quality of Past Projects	15 points
Personnel Qualifications and Availability	15 points
Financing Capabilities	5 points
Comments on Draft Contract	15 points
Approach and Schedule	15 points
Operations, Maintenance and Monitoring Plan	10 points

For evaluation criteria, proposals will be deemed Unacceptable, Not Advantageous, Advantageous or Highly Advantageous. A ranking of Unacceptable for any evaluation criteria will result in automatic rejection of the proposal.

6.1 Proposal Price (25 points). Price proposals will be evaluated on a net present value basis using standard discount rates and reasonable electricity price escalation rates.

6.2 Quality of Past Projects (15 points). Five references will be contacted for each proposer. Each proposal will be scored using the following criteria:

Unacceptable	None of the references was satisfied with the proposer or contract
Not Advantageous	One or more of the references was satisfied
Advantageous	All references were satisfied
Highly Advantageous	All references were satisfied and more than one was enthusiastic

6.3 Personnel Qualifications and Availability (15 points). Specialized experience is required of the proposed project personnel to undertake the work assignments. Proposals must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel (not just of the respondent). If sub-consultants will be employed, similar information must be provided and the portions to be sub-consulted must be identified. (There is no penalty for use of sub-consultants; the qualifications of the entire team will be evaluated.) Proposer's qualifications and ability will be scored using the following criteria:

Unacceptable	No evidence of previous experience installing PV systems on municipal property and no professional training in PV system installations
Not Advantageous	Some project team members with experience installing PV on municipal property and some professional training in PV system installations
Advantageous	Significant project team experience installing PV on Massachusetts municipal property and a significant level of team professional training in PV system installation; 5+ years of experience
Highly Advantageous	Significant project team experience installing PV on Massachusetts municipal property, project team experience installing PV on capped landfills, and a significant level of team professional training in PV system installation; 10+ years of experience

6.4 Financing Capabilities (5 points). The ability to finance the construction of the PV system is critical to the proposer's ability to complete the project. Proposers should provide in their responses a clear discussion of how they intend to finance the system and what financing partners will be involved in the project. Proposer's financing capabilities will be scored using the following criteria:

Unacceptable	No evidence of firm's ability to finance the PV system
Not Advantageous	Some evidence of firm's ability to finance the PV system
Advantageous	Significant evidence of firm's ability to finance the PV system
Highly Advantageous	Significant evidence of firm's ability to finance the PV system with extensive track record of providing financing for similar projects

6.5 Comments on Draft Contract (15 points). PPA contract negotiations can present a significant risk to the timely completion of a solar project. Proposer's Comments to the draft contract provided in Appendix D of this RFP will be evaluated and ranked using the following criteria:

Unacceptable	No comments provided on proposed draft contract, unwillingness to accept DOER contract requirements or complete rejection of draft contract
Not Advantageous	Requirements for alteration of draft contract that create additional risks for the City
Advantageous	Minor alterations required of draft contract that do not create additional risks for the City
Highly Advantageous	No requirements for alterations of draft contract

6.6 Approach and Schedule (15 points). The response shall include an explanation of how the respondent will approach the various tasks, including scheduling, methods and sources. A preliminary system design should also be provided. The Proposer's Approach and Schedule will be evaluated based on the following criteria:

Unacceptable	Approach to work and timeline not provided
Not Advantageous	Limited approach to work and timeline provided that does not demonstrate significant understanding of the project
Advantageous	Adequate approach to work and timeline that demonstrates a reasonable understanding of the project
Highly Advantageous	Exceptional approach to work and timeline that provides an exemplary understanding of the project and measures to expedite the time frame or assurances to reinforce compliance with the time line.

6.7 Operations, Maintenance and Monitoring Plan (10 points). Responses will be evaluated on the adequacy of their operations, maintenance and monitoring plan. Proposals should include a public display in the City office that will provide information about the PV system and its performance. The Proposer's Operations, Maintenance and Monitoring plan will be evaluated using the following criteria.

Unacceptable	No operations, maintenance and monitoring plan provided
Not Advantageous	Limited operations, maintenance and monitoring plan provided
Advantageous	Adequate operations, maintenance and monitoring plan provided
Highly Advantageous	Exceptional operations, maintenance and monitoring plan provided

7. Evaluation of Responses

The Awarding Authority has established a Program Evaluation Team consisting of Awarding Authority representatives to formally evaluate each Response. The evaluation process may include verification of references, confirmation of financial information and may include examination of other information as the Project Evaluation Team deems appropriate. The Project Evaluation Team will conduct interviews as required by G.L. c. 25A, Sec. 11C, and such additional interviews as it may deem necessary to evaluate the Respondents. The Awarding Authority reserves the right to request or obtain additional information about any and all Responses.

Upon acceptance, the Awarding Authority plans to enter into negotiations with the winning proponent for an EMSC with a performance term of twenty (20) years.

11. APPENDICES

Appendix A – Response Forms

- Appendix A1 – Bidder Information Form
- Appendix A2 – Certificate of Non-Collusion
- Appendix A3 – Attestation Regarding Filing of Tax Returns
- Appendix A4 - Certification of Corporate Authority
- Appendix A5 – Proposer’s Qualifications and Reference Form
- Appendix A6 – Debarment Letter
- Appendix A7 – IRS W-9 Form

Appendix B – Price Proposal

Appendix C – Site Description

Appendix D – Sample Contract

Appendix E – Eversource Interconnection Pre-Application Report

APPENDIX A1
BIDDER INFORMATION FORM

TO: City of Newton
1000 Commonwealth Ave
Newton Centre, MA 02459

The undersigned has read the Request for Proposal (RFP) and has carefully examined all specifications/evaluation criteria therein. The undersigned certifies that he/she has visited the site and that there are no known obstacles to prevent the execution of an agreement with The City of Newton. The undersigned acknowledges that The City of Newton may reject all proposals, or waive portions of the RFP for all proposals, if it deems it in the best interests of the public.

Signature: _____

Name: _____

Title: _____

Respondent Information

Name of Respondent: _____

Address: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Primary Contact Phone Number: _____

Primary Contact Fax Number: _____

Primary Contact Email Address: _____

Signature: _____

APPENDIX A2

CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

(Signature)

(Name of person signing proposal)

(Name of business)

APPENDIX A3

ATTESTATION REGARDING FILING OF TAX RETURNS

TO: City of Newton

Pursuant to M.G.L. ch. 62C, § 49A, I certify under the penalties of perjury that the undersigned bidder, to the best of his/her knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Officer

Date

Name of Corporation

Appendix A4

Certification of Corporate Authority

**CITY OF NEWTON
MASSACHUSETTS**

**VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS**

At a meeting of the Board of Directors of _____ duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That _____, the _____ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of Newton, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy

ATTEST:

Name (printed)

_____ (Affix Corporate Seal)
Signature

Title

Date

Appendix A5

Proposer's Qualifications and Reference Form

CITY OF NEWTON PROPOSER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ☐ YES ☐ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A MBE? ☐ YES ☐ NO WBE? ☐ YES ☐ NO or MWBE? ☐ YES ☐ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
☐ YES ☐ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

Appendix A6
Debarment Letter

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read @ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date _____

Vendor _____

Re: Debarment Letter for Invitation For Bid # _____

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name)

(Company)

(Address)

(Address)
PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

IRS W-9 Form

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Appendix B

Price Proposal Form

SOLAR POWER PURCHASE PROVISIONS

Respondent must provide a separate cost proposal for each of the four Alternatives below:

Alternate #1	Alternate #2	Alternate #3	Alternate #4
1. Site Prep costs included in kwh price to City.	1. Site prep costs as a separate lump sum cost to the City.	1. Site Prep costs included in kwh price to City.	1. Site prep costs as a separate lump sum cost to the City.
2. Development only on flat area of site. -	2. Development only on flat area of site. - -	2. Development on flat area and south slope area of site. -	2. Development on flat area and south slope area of site. -

GUARANTEED ANNUAL ELECTRIC OUTPUT	_____ kWh/year
ESTIMATED ACTUAL ANNUAL ELECTRIC OUTPUT	_____ kWh/year
ANNUAL SYSTEM DEGRADATION FACTOR	_____ % per year
ELECTRICITY PRICE	\$_____ per kWh during the first Contract Year of the Term
ELECTRIC PRICE INCREASE FACTOR	_____ % per year
ESTIMATED ENERGY SAVINGS	\$ _____ per year

Appendix C

Site Description – See Attached Documents

Site Name:

Address:

Location Description:

The site is a multi-use capped landfill. Part of the site will be used for a composting facility—including a holding and transfer station. Part of the site is flat and part of the site is sloped. Site preparation will likely include the processing of approximately 20,000 cubic yards of rubble and debris of which approximately 20% will need to be removed from the site.

Utility: Eversource/NSTAR/Northeast Utilities

Local Permitting Authority: City of Newton

Location, Area and Site Diagrams:

See Attached

APPENDIX D
SAMPLE CONTRACT

See Attached

APPENDIX E

EVERSOURCE INTERCONNECTION PRE-APPLICATION REPORT